

JPA File No.: 07-071-I
AG Contract No.: P001-2007-003389
Project: Traffic Signal
Section: SR 92 @ Ramsey Canyon Rd
TRACS No.: HX206 S1C
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT



BETWEEN
THE STATE OF ARIZONA
AND
COCHISE COUNTY

THIS AGREEMENT is entered into this date 7th of November, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and Cochise County, acting by and through its Board of Supervisors (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. The State has agreed to provide the necessary permits to the County for the construction of a traffic signal on SR 92 at the Ramsey Canyon intersection. Upon completion of the project, the State will maintain the signal and contribute an amount not to exceed \$85,000.00 towards the signal, herein after referred to as the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 29400
Filed with the Secretary of State
Date Filed: 11/7/07

Secretary of State
By: 

II. SCOPE OF WORK

1. The State shall:
 - a. Issue the County the necessary permits for the construction of the Project.
 - b. Review design plans, specifications and other such documents and services required for construction of the Project, and provide comments to the County as appropriate.
 - c. Upon execution of this Agreement and receipt of an invoice from the County, remit to the County an amount, not to exceed \$85,000.00 for the cost of the Project.
 - d. Upon completion and acceptance of the Project, the State shall provide maintenance for the traffic signal.
2. The County shall:
 - a. Designate the State as authorized agent for the County.
 - b. Prepare to State standard, the design plans, specifications and other such documents and services required for construction bidding and construction for the Project. Incorporate or resolve State review comments.
 - c. Advertise for bids and award one or more construction contract(s) for the Project. Administer contracts for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by the Project or attributable to the County.
 - d. Upon completion and acceptance of the Project on behalf of the parties hereto, the County shall provide electrical power to operate the traffic signal at no cost to the State.
 - e. Be responsible, should the County fail to fulfill the obligations set forth in this Agreement or withdraw its proposed plans for whatever reason the County shall be responsible for all costs incurred by the State up to the time of withdrawal, unless the reason for the County failure or cancellation is due to the State's failure to comply with its obligations hereunder.
 - f. Upon execution of this Agreement, invoice the State for amount not to exceed of \$85,000.00 for the Project.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. However, it is understood and agreed that, in the event the County fails to budget or provide electrical power, as set forth in this Agreement, the State shall in no way be obligated to be responsible for the electrical power for the traffic signal and lighting. Either party may cancel this Agreement at any time prior to commencement of construction of the traffic signal upon a thirty day notice to the other party.
2. The County assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost overruns and construction claims. The County shall require its contractors to name the State as an additional insured in the contractor's insurance policies. The County shall also require its contractors to name the State as an additional indemnitee in the County contracts with its contractors. It is understood and agreed that the State's participation is confined solely to that set forth under this Agreement.
4. This Agreement shall become effective upon filing with the Secretary of State.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.
7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Cochise County
Attn: County Administrator
1415 Melody Lane, Building E
Bisbee, Arizona 85603
Phone (520) 432-9332
Fax (520) 432-9278

9. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

COCHISE COUNTY

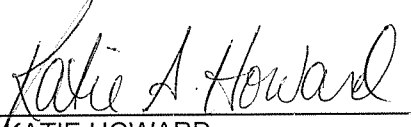
By 
RICHARD SEARLE
Chairman Board of Supervisors

STATE OF ARIZONA

Department of Transportation

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST:

By 
KATIE HOWARD
Clerk of the Board

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
FORMAL BOARD MEETING HELD ON
TUESDAY, OCTOBER 9, 2007**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, October 9, 2007 at 9:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona. In attendance were Richard Searle, Chairman; Patrick Call, Vice-Chairman; Paul Newman, Supervisor; Mike Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator; Britt Hanson, Deputy County Attorney; Katie Howard, Clerk of the Board; and Jane Holman, Secretary.

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

**THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO
MODIFICATION AT THE MEETING**

ROLL CALL – All three Supervisors were present.

CONSENT AGENDA

Board of Supervisors

Item 1

ADOPT RESOLUTION 07-82 APPROVING AMENDMENT #10 TITLE I ADULT, YOUTH, DISLOCATED WORKER, AND RAPID RESPONSE CONTRACT DE070293001 BETWEEN COCHISE COUNTY AND THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR THE WIA SERVICE DELIVERY AREA FROM AUGUST 27, 2007 TO MARCH 31, 2009.

Item 2

APPROVE THE MINUTES OF THE REGULAR BOARD MEETING OF OCTOBER 2, 2007.

Item 3

APPROVE THE SCHEDULE OF BOARD OF SUPERVISORS' MEETINGS FOR THE CALENDAR YEAR 2008.

Court Admin

Item 4

APPROVE REQUEST TO APPOINT MICHAEL J. HERBOLICH AS JUSTICE OF THE PEACE PRO TEM, FOR THE PERIOD BEGINNING OCTOBER 9, 2007 TO AND INCLUDING JUNE 30, 2008, PURSUANT TO A.R.S. §22-121.

Item 5

CERTIFY THAT TOTAL COURT REVENUES COLLECTED IN FISCAL YEAR 2006/2007 EXCEED TOTAL COURT REVENUES COLLECTED IN FISCAL YEAR 1997/1998 AND AUTHORIZE DISTRIBUTION OF THE 5% SET ASIDE REVENUES, PURSUANT TO A.R.S. 41-2421.

Finance

Item 6

APPROVE DEMANDS AND BUDGET AMENDMENTS FOR OPERATING TRANSFERS.

Warrant No. 4392 to 4673 were issued in the amount of \$1,514,382.99. There were no voided warrants. Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published.

Issued warrants are listed as an attachment at the end of the minutes.

Highways and Floodplain

Item 7

ADOPT RESOLUTION 07-83 REMOVING THE NO PARKING ZONE IN FRONT AND WEST OF THE NACO FIRE STATION ALONG PORTIONS OF MARTINEZ AND FRIEND STREETS APPROVE DEMANDS AND BUDGET AMENDMENTS FOR OPERATING TRANSFERS.

Sheriff

Item 8

ACCEPT AN AMENDMENT TO THE COOPERATIVE LAW ENFORCEMENT AGREEMENT BETWEEN THE COCHISE COUNTY SHERIFF'S DEPARTMENT AND THE U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, CORONADO NATIONAL FOREST FOR THE PERIOD BEGINNING OCTOBER 1, 2007 AND ENDING SEPTEMBER 30, 2008 PROVIDING \$5,000 IN OVERTIME FUNDS AND VEHICLE USE COSTS FOR DEPUTIES TO PATROL SPECIFIED AREAS OF THE CORONADO NATIONAL FOREST.

Vice-Chairman Call made a motion to approve items 1 through 8 of the Consent Agenda. Supervisor Newman seconded the motion and it carried unanimously.

PUBLIC HEARING

Facilities and Solid Waste

Item 9 *Tabled Item*

CONDUCT A PUBLIC AUCTION FOR THE SALE OF COUNTY PROPERTY LOCATED ON THE SOUTHSIDE OF THE GOLF COURSE ROAD ALIGNMENT, WEST OF LESLIE CANYON ROAD IN DOUGLAS, ARIZONA: APPRAISED VALUE AND MINIMUM ACCEPTABLE BID: \$27,000.

Ms. Katie Howard, Clerk of the Board, reported that the Board is waiting for a title report in order to proceed. It is expected to arrive within the week. Vice-Chairman Call moved to table Item 9 until the 10/16/2007 Board of Supervisors meeting. Supervisor Newman seconded the motion. The motion passed unanimously.

ACTION AGENDA

Highways and Floodplain

Item 10

APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR A JOINT PROJECT AGREEMENT (JPA #07-008-I) WITH ARIZONA DEPT OF TRANSPORTATION REGARDING THE FUTURE MAINTENANCE OF A DETENTION BASIN AND THE FUTURE BILLING OF ELECTRICAL SERVICE FOR THE PROJECT LIGHTING ASSOCIATED WITH THE STATE ROUTE 92 WIDENING PROJECT FROM CARR TO HUNTER CANYONS.

Vice-Chairman Call made a motion to approve an Intergovernmental Agreement for a Joint Project Agreement (JPA #07-008-I) with Arizona Dept of Transportation regarding the future maintenance of a detention basin and the future billing of electrical service for the project lighting associated with the State Route 92 widening project from Carr to Hunter Canyons. Supervisor Newman seconded the motion.

Ms. Patricia Morris, Interim Director of Highways and Floodplain, presented this item. Ms. Morris stated that this action will greatly enhance both traffic flow and traffic safety. The plan entails widening of the highway for four miles going from two to five lanes, wider shoulders, concrete medians, a drainage basin, turn lanes, and a traffic signal. ADOT is actually constructing the traffic signal at no cost to the county. Mr. Ortega clarified that the detention basin is not a recharge basin but a drainage inlet to collect sediment and debris and that the county is being asked to keep it cleaned out. Ms. Morris stated that ADOT recommended both the widening of the highway and the placement of the traffic light. She also confirmed that we do similar maintenance at other intersections and that the funding was figured into the 2007 budget.

Vice-Chairman Call reflected that the cost of these improvements is minimal in view of the increased safety, especially at the Nicksville intersection.

Chairman Searle called for the vote and the motion carried unanimously.

Planning and Zoning

Item 11

APPROVE THE INTERGOVERNMENTAL AGREEMENT FOR A JOINT PROJECT AGREEMENT (JPA #07-071-I) BETWEEN COCHISE COUNTY AND THE ARIZONA DEPARTMENT OF TRANSPORTATION PROVIDING FOR CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF RAMSEY ROAD AND STATE ROUTE 92, AND FOR REIMBURSEMENT OF COSTS FOR PREPARING A TRAFFIC SIGNAL WARRANT ANALYSIS FOR THIS INTERSECTION.

Supervisor Newman made a motion to approve the Intergovernmental Agreement for a Joint Project Agreement (JPA #07-071-I) between Cochise County and the Arizona Department of Transportation providing for construction of a traffic signal at the intersection of Ramsey Road and State Route 92, and for reimbursement of costs for preparing a traffic signal warrant analysis for this intersection. Vice-Chairman Call seconded the motion.

Mr. Dick Shaffer, Transportation Planner, presented this item. Mr. Shaffer had a PowerPoint presentation. Mr. Shaffer reported that three developers, the county, and the Arizona Department of Transportation have agreed that this traffic signal is needed now before any more development takes place in the area. ADOT cannot enter into a private agreement with a developer so this agreement will be between the county and the developers and assure that ADOT reimburses the county for the study which showed the necessity of this signal and also assures that ADOT pays their fair share of the light.

Chairman Searle questioned the difference in cost between the Hereford signal and the Ramsey signal. Mr. Shaffer explained that it was caused by the differing widths of the highway at the two locations. Mr. Shaffer also specified that the county, state, and the three developers will each be paying an equal twenty per cent of the cost of the light at Ramsey Road.

Vice-Chairman Call complimented staff on bringing this project to completion and expressed his appreciation at having a traffic signal at such a dangerous intersection.

Chairman Searle called for the vote and the motion carried unanimously.

Item 13

APPROVE A WORK SESSION REQUEST TO DISCUSS WHETHER TO ENACT AN ORDINANCE TO ADDRESS GRAFFITI ABATEMENT IN THE UNINCORPORATED AREAS OF THE COUNTY AS ALLOWED BY RECENTLY PASSED LEGISLATION.

Item 13 was taken out of order. The work session was approved unanimously.

Item 12

APPROVE A DEVELOPERS' AGREEMENT BETWEEN COCHISE COUNTY AND TOWNWEST REALTY, REAY'S RANCH INVESTORS AND THE GEROLD C. BROWN LIMITED PARTNERSHIP FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF RAMSEY ROAD AND STATE ROUTE 92, INCLUDING PROVISIONS FOR EACH DEVELOPER TO REIMBURSE \$70,000 TO COCHISE COUNTY TO CONSTRUCT THIS TRAFFIC SIGNAL.

Supervisor Newman made a motion to approve a Developers' Agreement between Cochise County and Townwest Realty, Reay's Ranch Investors and the Gerold C. Brown Limited Partnership for the construction of a traffic signal at the intersection of Ramsey Road and State Route 92, including provisions for each developer to reimburse \$70,000 to Cochise County to construct this traffic signal. Vice-Chairman Call seconded the motion.

Mr. Dick Shaffer, Transportation Planner, presented this item. Mr. Shaffer had a PowerPoint presentation. Mr. Shaffer explained that this item is related to the previous item and that it is a unique public/private partnership accomplishing this construction. It includes one development that already exists and two that are only proposed at this time. However, the developers are aware of the necessity for this light signal and are ready to contribute to the project.

Chairman Searle called for the vote and the motion carried unanimously.

REPORT BY MR. MIKE ORTEGA, COUNTY ADMINISTRATOR ON RECENT AND PENDING COUNTY MATTERS – Mr. Ortega reported that the Board of Supervisors and staff had been researching and looking for solutions concerning the error in the Fry Fire District tax rate. A special Board meeting is planned for Wednesday, October 10, 2007. He will be reporting to the Board as progress is made.

CALL TO THE PUBLIC – Chairman Searle opened the Call to the Public.

Mr. Ronald Hart of Sierra Vista addressed the Board concerning a neighbor who has excessive trash on his property and has disposed of much of it in a very unsatisfactory manner. Mr. Hart feels the trash is to such an extent that it is impeding the sale of neighboring properties.

Mr. Alan Stafford who also resides on the same road expressed similar concerns. He feels regulations and enforcement should be more specific.

Chairman Searle invited them to remain after the meeting to discuss the matter in greater depth.

SUMMARY OF CURRENT EVENTS BY BOARD MEMBERS

Item 11

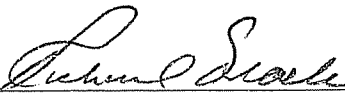
REPORT BY SUPERVISOR PAT CALL, DISTRICT NO. 1 – Vice-Chairman Call reported on attending the County Supervisors' Association Summit in Flagstaff last week. Vice-Chairman Call stated that he also attended the opening of the Sierra Vista Transit Center last Friday, October 5. This week he will be attending the Retreat with the other Supervisors and department heads.

REPORT BY SUPERVISOR PAUL NEWMAN, DISTRICT NO. 2 – Supervisor Newman commented that he felt the CSA Summit which was attended by a large faction of the state's supervisors was excellent. He also attended the Bisbee Rotary wine tasting on Saturday, Oct. 6 which had great weather and was quite profitable.

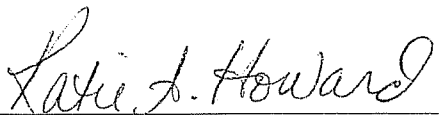
REPORT BY SUPERVISOR RICHARD SEARLE, DISTRICT NO. 3 – Chairman Searle reported that Willcox truly shined for Rex Allen days this past weekend. This weekend will be the Butterfield Stage Days in Benson.

There being no further business before the Board, Chairman Searle adjourned the meeting at 10:01 a.m.

APPROVED:


Richard R. Searle, Chairman

ATTEST:


Katie A. Howard, Clerk of the Board

(SUPPORTING DOCUMENTATION IS AVAILABLE AT THE BOARD OF SUPERVISORS' OFFICE)
at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building E, Bisbee,
Arizona 85603.

Cochise County Demands 9/25/2007

Nichols, Sharon 9/14/2007 #3492 \$10,241.56; Bank One 9/14/2007 #3489 \$210,541.13; Bank One 9/14/2007 #3499 \$37,216.64; Correction Officers 9/14/2007 #3491 \$11,324.07; Bank One 9/14/2007 #3495 \$982,070.13; Bank One 9/14/2007 #3488 \$359,539.65; Am Southwest C.U. 9/14/2007 #3504 \$7,760.50; NACO West 9/14/2007 #3505 \$35,228.57; Public Safety Retirement Syst 9/14/2007 #3506 \$11,585.07; Public Safety Retirement Syst 9/14/2007 #3507 \$43,876.99; Southeastern Az Fed Cr Union 9/14/2007 #3511 \$4,856.02; Tombstone Federal Credit Union 9/14/2007 #3514 \$1,345.00; Support Payment Clearinghouse 9/14/2007 #3502 \$4,720.59; National Bank 9/14/2007 #3497 \$4,482.41; Az Public Service Co 9/18/2007 #3644 \$3,736.10; Az Republic (The) 9/18/2007 #3641 \$1,729.95; S V Herald/Bisbee Daily Review 9/18/2007 #3656 \$2,430.80; Canyon State Wireless Inc. 9/18/2007 #3668 \$15,483.38; E B S C O Subscription Service 9/18/2007 #3685 \$9,000.00; Quill Corporation 9/18/2007 Total \$1,056.33; Temm & Associates Inc 9/18/2007 #3747 \$7,345.00; Sulphur Springs Valley Electri 9/18/2007 Total \$5,063.74; Douglas, City of 9/18/2007 Total \$7,271.89; Fry Fire District 9/18/2007 #3666 \$4,018.17; Cochise Cnty BOS \ Petty Cash 9/18/2007 #3746 \$1,229.88; Waxie Sanitary Supply 9/18/2007 #3680 \$1,457.02; Douglas Police Dept. 9/18/2007 #3671 \$3,297.85; U S Postal Service 9/18/2007 #3669 \$10,000.00; Cook Septic Service 9/18/2007 #3690 \$1,356.00; Ryan, Carla G 9/18/2007 #3762 \$5,967.80; Mohave Ed Services 9/18/2007 #3664 \$42,242.95; Voyager Fleet System, Inc. 9/18/2007 #3715 \$5,885.91; Territorial Drug Co Inc. 9/18/2007 #3779 \$12,806.44; Hoque & Associates, Inc 9/18/2007 #3691 \$3,777.50; Midway Chevrolet 9/18/2007 #3655 \$22,970.99; Bonham, Marsha 9/18/2007 #3729 \$3,800.33; Qwest Interprise America Inc. 9/18/2007 #3764 \$2,746.63; Nguyen, Van 9/18/2007 #3755 \$2,025.00; Specialty Loaders, LLC 9/18/2007 #3754 \$5,051.90; AFLAC 9/18/2007 #3699 \$13,041.63; LexisNexis 9/18/2007 #3633 \$1,492.00; Fisher, Thomas L & Joanne J PC 9/18/2007 #3714 \$1,080.10; Runion, Linda 9/18/2007 #3712 \$1,937.50; Sanofi Pasteur 9/18/2007 #3780 \$7,164.80; White Mtn Tourism Solutions 9/18/2007 #3632 \$1,200.00; Pirtleville Fire District 9/18/2007 #3694 \$2,517.50; Alltel 9/18/2007 Total \$1,818.77; T.L. Roof & Associates 9/18/2007 #3701 \$164,540.00; Avesis 9/18/2007 #3676 \$4,125.29; Numara Software Inc. 9/18/2007 #3724 \$6,019.20; Arizona State Land Department 9/18/2007 #3675 \$5,000.00; Campstone Transfer, Inc. 9/18/2007 #3766 \$1,725.00; Tronox LLC 9/18/2007 #3648 \$1,000.00; ALLDATA 9/18/2007 #3631 \$1,591.50; Goodell, Sydnie 9/18/2007 #3739 \$1,188.00; Az Family Care Associates/AFCA 9/20/2007 Total \$5,825.29; Benson Hospital Corporation 9/20/2007 #3811 \$1,019.37; Copper Queen Hospital 9/20/2007 #3856 \$1,430.00; Sierra Vista Medical Investors 9/20/2007 #3830 \$225,238.79; Northern Cochise Comm Hosp Inc 9/20/2007 Total \$69,039.77; Ev Lutheran Good Samaritan Soc 9/20/2007 #3858 \$150,911.04; Sierra Vista Regional Hlth Ctr 9/20/2007 #3874 \$8,979.52; Kindred Nursing Ctrs West, LLC 9/20/2007 Total \$186,283.34; Santa Rosa Care Center LLC 9/20/2007 #3848 \$4,038.63; Family Health Center of S.V. 9/20/2007 #3813 \$2,467.30; Bushman, Jeffrey DO, P.C. 9/20/2007 #3789 \$1,037.30; Avalon Care Center 9/20/2007 #3859 \$8,873.87; Catholic Community Services 9/20/2007 #3869 \$26,170.88; Mt Graham Community Hospital 9/20/2007 #3862 \$8,688.85; Southwest Ambulance/86-0758145 9/20/2007 #3841 \$2,657.74; Apria Healthcare Inc 9/20/2007 #3792 \$5,705.11; American Geriatric Ent. Inc. 9/20/2007 Total \$7,658.16; Sabino Canyon Rehab & Care Ctr 9/20/2007 #3796 \$13,054.90; Az Ambulance of Douglas 9/20/2007 #3840 \$1,982.32; Montes & Montes Foot Care 9/20/2007 #3801 \$1,793.84; Blunt, Pamela R. 9/20/2007 #3814 \$6,045.00; Lifeline Systems, Inc. 9/20/2007 #3861 \$3,528.00; Carefree Senior Living of CA 9/20/2007 #3812 \$22,374.32; Cypress Inn Asst. Living Ctr 9/20/2007 #3803 \$16,626.22; Hearthstone of Sun City 9/20/2007 #3855 \$6,688.00; Enrichment Services, Inc 9/20/2007 #3866 \$11,323.55; Reliable Medical 9/20/2007 #3863 \$1,372.80;

JPA 07-07-071


ATTORNEY APPROVAL FORM FOR
COCHISE COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and COCHISE COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 9th day of October, 2007.


Attorney

<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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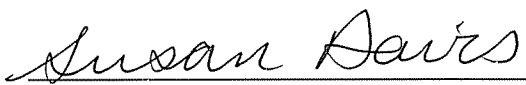
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007003389 (**JPA 07-071-I**), an Agreement between public agencies, i.e., The State of Arizona and Cochise County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: October 29, 2007

TERRY GODDARD
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:83368
Attachment